

Office-Supreme Court, U. S.

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CLERK

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1951

No. 302

**KIT C. FARWELL, FRANK PHOHLEMAN, L. A.
DAVIS, ET AL.,**

Appellants,

vs.

**AMERADA PETROLEUM CORPORATION, ANDER-
SON-PRICHARD OIL CORPORATION, GULF OIL
CORPORATION, ET AL.**

APPEAL FROM THE SUPREME COURT OF THE STATE OF OKLAHOMA

STATEMENT AS TO JURISDICTION

**JIM HATCHER,
REFORD BOND, JR.,**
Counsel for Appellants.

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<i>Pollock v. Williams</i> , 322 U. S. 4, 88 L. ed. 1095	19
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STATUTES CITED

Constitution of the United States:

Article I, Section 10

First Amendment

Fourteenth Amendment

Oklahoma Statutes Annotated, Volume 52, Sees. 286.01 to 286.17

Order No. 20289 of the Corporation Commission of Oklahoma

United States Code, Title 28:

Section 1257

Section 2101(c)

2,
3,

IN THE SUPREME COURT OF THE STATE OF
OKLAHOMA

No. 33,336

THE PALMER OIL CORPORATION, A CORPORATION,
ET AL.,

vs.

Appellants,

THE PHILLIPS PETROLEUM COMPANY,
A CORPORATION, ET AL.,

Appellees

IN THE MATTER OF THE PETITION FOR THE CRE-
ATION OF THE WEST CEMENT MEDRANO UNIT
HAVING FOR ITS PURPOSE THE UNITIZED MAN-
AGEMENT, OPERATION AND FURTHER DEVEL-
OPMENT OF THE WEST CEMENT MEDRANO
COMMON SOURCE OF SUPPLY OF OIL AND GAS
IN CADDO COUNTY, OKLAHOMA, THE DEFINING
OF THE UNIT AREA THEREOF AND THE PRE-
SCRIBING OF THE PLAN OF UNITIZATION AP-
PLICABLE TO SUCH UNIT AND UNIT AREA.

JURISDICTIONAL STATEMENT

(a)

Basis upon Which It Is Contended That the United States
Supreme Court Has Jurisdiction

A final judgment and decision has been entered by the
highest court in the State of Oklahoma unreasonably and

unnecessarily taking the property and impairing the contractual rights of the petitioners under 52 OSA Secs. 286.1 to 286.17, known as the Unitization Act. That the said Act authorizes such taking of the property and impairment of the contractual rights of the petitioners in a manner which

1. Denies the petitioners the equal protection of the laws and unnecessarily and unreasonably discriminates against them;

2. And unnecessarily and unreasonably takes their property and impairs their contractual rights without due process of law or just compensation;

all in violation of Sec. 10, Art. I of or the Fifth Amendment to, or the Fourteenth Amendment to the United States Constitution.

(b)

Statutory Provisions Believed to Sustain Jurisdiction

The statutory provisions believed to sustain the appellate jurisdiction are Title 28 USCA Sec. 1257:

“State courts; appeal; certiorari

Final judgments or decrees rendered by the highest court of a State in which a decision could be had, may be reviewed by the Supreme Court as follows:

(1) By appeal, where is drawn in question the validity of a treaty or statute of the United States and the decision is against its validity.

(2) By appeal, where is drawn in question the validity of a statute of any state on the ground of its being repugnant to the Constitution, treaties or laws of the United States, and the decision is in favor of its validity.

(3) By writ of certiorari, where the validity of a treaty or statute of the United States is drawn in question or where the validity of a State statute is drawn in

question on the ground of its being repugnant to the Constitution, treaties or laws of the United States, or where any title, right, privilege or immunity is specially set up or claimed under the Constitution, treaties or statutes of, or commission held or authority exercised under, the United States. June 25, 1948, c. 646, 62 Stat. 929."

and 28 USCA 2101(c):

"Any other appeal or any writ of certiorari intended to bring any judgment or decree in a civil action, suit or proceeding before the Supreme Court for review shall be taken or applied for within ninety days after the entry of such judgment or decree. A justice of the Supreme Court, for good cause shown, may extend the time for applying for a writ of certiorari for a period not exceeding sixty days."

The following decisions also sustain the appellate jurisdiction:

Champlin Refining Co. v. Corporation Commission, 286

U. S. 210; 76 L. Ed. 1062;

Thompson v. Consolidated Gas Utilities, 300 U. S. 55, 81 L. Ed. 510;

Hunter Co. v. McHugh, 320 U. S. 222, 88 L. Ed. 5.

(c)

The State Statute and Order of the Corporation Commission of the State of Oklahoma Issued Thereunder, the Validity of Which Is Involved.

The statute of the State of Oklahoma, the validity of which is involved, is hereto attached as Appendix "A" and made a part hereof.

The judgment and order of the Corporation Commission of the State of Oklahoma made pursuant to said statute,

the validity of which is involved, and the "Plan" therein approved, is hereto attached and made a part hereof and marked Appendix "B".¹

(d)

Date of Decisions and Date of Petition for Appeal Therefrom

The date of the decree sought to be reviewed herein is May 22, 1951, and the date upon which the application for appeal is presented is July 30, 1951.

(e)

Nature of the Case and Rulings of the Court Bringing the Case Within the Jurisdictional Provisions Relied upon

The proceeding was brought before the Corporation Commission of the State of Oklahoma, on October 22, 1946, under authority of the Unitization Act of Oklahoma, by the defendants-in-error, the operator lessees of about 75% of the area of 3700 acres of land which they claimed overlaid the common source of supply of oil and gas known as the West Medrano Pool, Cement Field, Caddo County, Oklahoma. The West Medrano Pool was discovered in the month of October, 1936. At the time the proceeding was brought 37 oil wells and 19 gas wells had been drilled to depths ranging from 4500' to 6241' by the various separate lessee operators and were producing oil and gas in widely varying quantities. The lands are divided into a large number of farms of different size and shape and are owned in severalty by a large number of different owners, and the farms were leased for oil and gas purposes to various

¹ (CLERK'S NOTE.—These documents are printed as appendices to this statement as to jurisdiction in *Palmer Oil Corp. v. Amerada Petroleum Corp.*, No. 301, October Term, 1951.)

different lessees. The purpose of the proceeding was:

1. To cancel all the oil and gas leases covering the area claimed by the applicants to constitute an entire oil and gas common source of supply, and create in lieu thereof one oil and gas lease to remain in force as long as oil or gas is produced from any part thereof and providing for the payment of $\frac{1}{8}$ royalty and dividing the same among the royalty owners.

2. To nullify all of the implied covenants of the leases without compensation.

3. To nullify all express provisions of the leases without compensation.

4. To authorize one operator to take title and possession of all property, wells and structures and operate the same.

5. To obtain approval of the Corporation Commission of Oklahoma, (which approval the Commission was, by the terms of the Unitization Act, bound and required to give.)

- a. Of the division made by applicants of the oil and gas to be produced from the pool, and

- b. Of the compensation fixed by the applicants for the wells, machinery and structures so taken all according to the "Plan" of division and compensation previously prepared by the applicants and filed with their petition.

The petitioners, who were the lessors of the land involved, with the exception of Tom Potter, who was a lessee, and Clyde Kahle, who was an over-riding royalty owner, and other interested persons appeared, answered and objected.

The Corporation Commission made the order as requested in the application and approved the "Plan" as the Unitization Act required it to do. Although the constitutional questions were raised before the Commission they were not passed upon. The petitioners appealed to the Supreme Court of the State of Oklahoma asking reversal

of the Order on the grounds that the Unitization Act and the Order are in violation of Sec. 10 Art. I of, or the Fifth Amendment, or the Fourteenth Amendment to the United States Constitution for the reason that they (1) unreasonably impair the petitioners' contracts, (2) unreasonably take petitioners' property for private or public use without compensation, (3) unreasonably give the defendants-in-error the right, but deny the petitioners the right to set the Unitization Act in operation, (4) unreasonably give the defendants-in-error the right, but deny the petitioners the right to file a "Plan" with the Corporation Commission dividing the oil and gas and providing for compensation for property taken by the defendants-in-error; which is also an unreasonable delegation of legislative and judicial power. That none of the four above named constitutional guaranties need be violated in order to effectively conserve oil and gas and operate a common source of supply of oil and gas as one unit. However, the Supreme Court of Oklahoma held that the Unitization Act and the Order of the Corporation Commission taking the petitioners' property and contractual rights in such manner was not violative to the Constitution of the United States, — Okla. —; 231 Pac. (2d) 997.

(f)

Grounds upon Which It Is Contended the Questions Involved Are Substantial

The impairment of the petitioners' contractual rights and taking their property without compensation is substantial in that

1. Under the implied covenants of their oil and gas leases, the lessor petitioners could compel the lessee to protect their land against drainage of oil or gas, to fully develop the premises for oil and gas, and to produce and market the

oil and gas therefrom. The Unitization Act and Order #20289 expunge these covenants. The rights were valuable because by their use the lessors could force the lessees to drill as many wells as would fully develop the lessors' oil and gas rights, thus insuring a diligent development and operational program and timely production of the oil and gas. The implied covenants are an onerous burden to the lessees because under the covenant, if the lessee does not diligently fully develop the lessor's property, his lease is subject to cancellation and therefore, if the lease is at all worth developing, he will drill as many wells as there are spacing units on his oil and gas lease, thereby laying out considerable money and investment. With the abrogation and expungement of the implied covenants, the lessee may develop the land as slowly as he chooses and by wider well spacing than is required under the statutes and orders of the Corporation Commission produce the oil and gas as slowly as he chooses, having no regard to the interest of the lessor, as he was, under the law of implied covenants, required to do. The leases on the lands involved were all made prior to the passage of the Unitization Act. Neither the Act nor the Order nor the "Plan" provide for any compensation to the lessor for the loss of these rights.

The leases are all similar in form, a copy of one of the leases is hereto attached, marked Appendix "E" and made a part hereof.²

2. Under the express terms of the oil and gas leases, the lessor petitioners are entitled to the free use of gas from the wells for light and heat on the premises. This right is a considerable inducement to the execution of the leases in the first instance and has a real substantial value to the land owners, not only in convenience, but also in money.

² (CLERK'S NOTE.—This lease is printed as an appendix to the statement as to jurisdiction in the case of *Palmer Oil Corp. v. Amerada Petroleum Corp.*, No. 301, October Term, 1951.)

If the lease, according to its terms, is extended beyond its primary term of years by the production of oil and gas from the premises, to a term as long as oil or gas is produced, then the lessor is assured of the full use of gas on the premises. Such a contingency necessitates the drilling of a well by the lessee. On the other hand, if such well is not drilled within the primary term of years of the lease, the lease expires and the lessor may lease it again. Under the Unitization Act and Order #20289 of the Corporation Commission, the lease is extended beyond the primary term of years without drilling a well as is required by the lease thereby relieving the lessee of the onerous burden of drilling a well and depriving the lessor of the use of free gas on the premises. Neither the Act nor the Order provides for compensation for the expungement of this right and the relief of the lessee's obligation.

3. Under the express terms of the lease, unless the lessee drills a well and produces oil or gas in paying quantities within the primary term of years of the lease, the lease expires. Under the Unitization Act and Order #20289 of the Corporation Commission, the lease is extended as long as oil or gas is produced from the common source of supply. No bonus or compensation is paid lessor for the extraction of this property right, although lease bonuses in proven fields such as the one under consideration have brought substantial sums of money and even sums of great magnitude.

4. Under the express terms of the lease, the same expires when oil or gas is no longer produced from the premises. Under the Unitization Act and Order #20289, the lease is extended as long as oil or gas is produced from the common source of supply. Again appears the extraction of a valuable right without compensation whatsoever. No provision is made in the Act, Order or "Plan" for compensation of

any kind to the lessor for his loss of the contractual rights hereinabove set forth in the preceding sub-paragraphs 1, 2, 3 and 4, all of which is to the enrichment of the defendants-in-error and none of which are essential to the unit operation of the Medrano Pool.

5. Under the express terms of the lease, the lessee is entitled to $\frac{1}{8}$ of the oil and gas produced from his land or interest in the mineral estate. This contractual right is expunged by the Act and Order and there is substituted in lieu thereof $\frac{1}{8}$ of whatever oil and gas is assigned by the defendants-in-error in their "Plan" to the owner of the oil and gas lease covering the land. The lessor is not given the same right which the lessee is given, i.e., to file a "Plan" fixing the fractional part of oil and gas produced from the entire common source of supply to which the lessor is entitled, nor is the Corporation Commission required by the Act to either approve or reject such a "Plan".

The denial of procedural due process of law and equal protection of the laws and equal laws to the petitioners is substantial in that all of the property rights and contractual rights above set forth in sub-paragraphs 1, 2, 3, 4 and 5 are unreasonably and unnecessarily taken without due process of law and without equal protection of the law to the petitioner and in addition thereto the well, machinery, installations and structures of one of the minority lessees of the value of \$80,000 per well are taken without adequate compensation and at the same time discriminating against the minority lessee. The said minority lessee is allowed \$18,000 for his well, machinery, installations and structures, whereas all other lessees were allowed \$80,000 for similar wells. The minority lessee was not permitted by the Unitization Act to file with the Corporation Commission a "Plan" setting out the value of his well, which "Plan" the Commission must allow or reject. The majority lessees are

actually and in practice permitted to fix the compensation which is a delegation of legislative or judicial power.

(g)

Stage of Proceedings and Manner in Which Federal Questions Were Raised

The petitioners first raised the Federal Questions by filing Answers to the application of the defendants-in-error before the Corporation Commission of the State of Oklahoma on May 21, 1947, leave having been first granted to file such answers. The same Federal Questions were again raised on Motion for Judgment before the Corporation Commission and in the Motion for New Trial filed before the Corporation Commission. The questions were again raised in their Petition in Error filed in the Supreme Court of the State of Oklahoma appealing from the judgment of the Corporation Commission and in their Briefs filed in the Supreme Court of Oklahoma and in Oral Argument before the Supreme Court of Oklahoma, and again in the Petition for Rehearing filed before the Supreme Court of the State of Oklahoma after the decision of said court was first made.

(h)

Manner in Which the Questions Involved Were Passed upon by the Court

The Corporation Commission of the State of Oklahoma did not pass upon the Federal questions raised as hereinabove set forth in Paragraph (g) as appears from Order #20289.

The Supreme Court of the State of Oklahoma by opinion and decision of March 20, 1951, held that the Utilization Act and Order #20289 did not violate Sec. 10 Art. I of, or the 5th, or 14th Amendment to the United States Constitu-

tion, and by Order of May 22, 1951, denying Petition for Rehearing, and by order of the 5th day of June, 1951, denying application to file Second Amended Petition.

(i)

**Excerpts from Record Bringing Cause Within Statutes
Conferring Jurisdiction on Supreme Court**

1 a. Excerpt from Answer of oil and gas lessors filed with Corporation Commission May 21, 1947:

"2. For further defense, the undersigned allege that the statute of the State of Oklahoma, being Title 52, Sections 236.1 to 286.17, Oklahoma Statutes Annotated, upon which the petitioners base their application for the creation of the West Cement Medrano Unit, violates:

(a) The Fourteenth Amendment to the United States Constitution, Section 1, in that it attempts to take the property of the undersigned without due process of law and denies to the undersigned the equal protection of the laws.

(b) The Fifth Amendment to the Constitution of the United States in that it seeks to take the property of the undersigned without due process of law and without just compensation.

(c) Article 1, Section 10 of the United States Constitution, in that said statute impairs the obligation of the contract between the undersigned lessors and the petitioning lessees.

(d) The Fourteenth Amendment to the United States Constitution, Section 1, prohibiting abridgment of privileges and immunities of citizens of the United States." (C.M. 1000-1001.)

1 b. Excerpts from Answer of Clyde Kahle, overriding royalty owner, filed May 21, 1947:

(same as allegation in paragraph 1 a)

1 c. Excerpts from Answer of Tom Potter, minority lessee, filed May 21, 1947:

(same as allegation in paragraph 1 a)

Note: Corporation Commission of the State of Oklahoma did not pass upon or even mention constitutional questions.

3. Excerpt from Petition in Error filed in Supreme Court of the State of Oklahoma:

"1. The said Commission erred in rendering judgment for the defendants-in-error in that the Statutes of Oklahoma, Title 52, Sections 286.01 to 286.17 Oklahoma Statutes Annotated and upon which said Commission based its authority to render said judgment, violate the Constitution of the United States of America and particularly violate the following amendments and articles thereof, to-wit:

(a) The Fourteenth Amendment to the United States Constitution, Section 1, in that said statutes attempt to take the property of the plaintiff in error without due process of law and denies to them the equal protection of the laws.

(b) The Fifth Amendment to the Constitution of the United States in that said statutes seek to take the property of the plaintiff in error without due process of law and without just compensation.

(c) Article 1, Section 10 of the United States Constitution, in that said statutes impair the obligation of the several separate contracts between the Lessor, Plaintiff in error, and the Lessee, defendants in error.

(d) The Fourteenth Amendment to the United States Constitution, Section 1, prohibiting abridgment of privileges and immunities of citizens of the United States."

4. Excerpt from Opinion of the Supreme Court of Oklahoma denying petitioner's contention that Oklahoma's Unitization Act violates United States Constitution:

"3. House Bill 339 of the 1945 Legislature (Tit. 52 O. S. Supp. 1947, Secs. 286.1 to 286.17), known as the Unitization Act is not violative of Secs. 7, 15, 23 or 24 of Art. II, or Sec. 1 of Art. IV or Secs. 1 or 51 of Art. V. of the Constitution of the State of Oklahoma, nor violative of Sec. 10 of Art. I, of, or of the Fifth or Fourteenth Amendments to the Constitution of the United States."

5. Excerpt from Petition for Rehearing filed in Supreme Court of the State of Oklahoma:

"The Plaintiffs in Error call the Honorable Court's attention to the fact that said decision overlooked the questions decisive of the case and duly submitted by counsel as follows:

"... 2. The 14th Amendment to the Constitution of the United States, Section 1, quotes as follows:

"All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. *No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty, or property, without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws.*"

"(a) The Unitization Act provides that it can be set in operation only by lessees of 50% of the area of the common source of supply and authorizes said majority owners to expunge the contracts of the lessors and lessees depriving the lessors of valuable contractual rights and relieving the lessees from heavy contractual burdens under the leases and authorizing the said majority owners to take the lands and prop-

erty of the lessees and use the same for oil and gas purposes and to fix the compensation of the lessors for the lessors or the minority lessees the right to place the act in operation or to fix the compensation of the parties involved for the loss of their royalty or any other contractual rights or property which patently denies to the lessors and to the minority owners, all of whom are citizens of the United States, the equal protection of the laws as provided in the above provisions of the United States Constitution. . . .

"Article 1, Section 10 of the United States Constitution quotes as follows:

"No state shall enter into any treaty, alliance or confederation; grant letters of marque and reprisal; coin money; emit bills of credit; make anything but gold and silver coin a tender of payment of debts; pass any bill of attainder, ex post facto law, or law impairing the obligation of contracts; or grant any title of nobility."

"(The latter part of the above Section has been omitted.)

"The Unitization Act violates the Constitution of the United States in that the above quoted Section thereof prohibits any State from passing any law impairing the obligation of contract. An exception has been made to said provision of the Constitution of the United States which permits the States in the exercise of the police power to enact laws impairing contracts provided the exercise of such power is reasonable and nondiscriminatory. The purpose of the exercise of the police power by the State of Oklahoma under the Unitization Act is to insure unit operation of common sources of supply of oil and gas in proper cases. In order to accomplish such unit operation it is not necessary to deprive the lessor of his right to the termination of the lease he has given to the lessee for failure to produce oil or gas from the premises, because immediately upon the termination of the lease under its own terms, the lessor and owner of the minerals may be substituted for the former lessee in the unitization program with-

out affecting in any way the unit operation of the common source of supply. The Unitization Act deprives the lessor of his right to terminate his oil and gas lease for failure of the lessee to produce oil or gas from the premises after the expiration of the primary term. It has always been the very essence of 'unless' oil and gas leases that the lessee was obligated to spend large sums of money in the development of the premises for oil and gas in order to extend the lease beyond the primary term and that unless the lessee did drill on the lands and produced oil and gas from the premises within the primary term of the lease that the said lease would expire and the oil and gas rights revert to the lessor. The oil and gas rights are very valuable otherwise, the lessees would not be engaged in such an extensive and expensive operations and litigation. The lessor has the right to hold the lessee to the terms of the contract as they have been fixed and construed for years by the courts of this State, particularly since the enforcement of such contractual rights and obligations in no way interfere with, or impair the unit operation of, any common source of supply which may be included in part under such oil and gas lease.

"The Unitization Act expunges the implied covenants of the oil and gas leases which require the lessee to fully develop and market and to protect the lease against drainage. It is not necessary to the unit operation of a common source of supply to strike out these covenants. The lessee can still be required to fully develop the common source of supply, to market the oil and gas therefrom, and to protect the same from drainage without affecting, in any way the unit operation of said common source of supply, yet the Unitization Act specifically provides for the expungement of implied covenants of the oil and gas leases. The act further provides that the oil and gas leases, after unitization, should constitute one single oil and gas lease and there is no reason why the said one single lease should not bear all three of the said implied covenants. The act further provides that a part of a common source of supply

may be unitized which patently leaves open an avenue for the drainage of oil and gas to the area of the common source of supply not included in the unit. Drainage from the common source of supply may occur through a well bore drilled through the common source of supply to another common source of supply lying either above or below the unitized common source of supply. It is evident from the physical nature of things that the implied covenants requiring full development subject to the conservation laws of the State, protection against drainage, and marketing of the oil and gas may be retained in the single lease contract and enforced against lessees without, in any way, interfering with the unit operation of the common source of supply.

"There are also numerous special provisions in the various oil and gas leases which provided, among other things, that the lessor shall have the free use of gas in houses and structures located on the premises. This particular provision is very important to the lessor and was a moving consideration in his execution of the lease. The Unitization Act expunges this provision but such expungement in no way affects the unit operation of the common source of supply. Inasmuch as many of the gas wells will be closed in it might cause the lessee to pipe gas to the lessor's premises, however, this expense would be, as the majority lessees say 'de minimus.' "

6. Excerpt from Order of Supreme Court of the State of Oklahoma denying petitioners' Petition for Rehearing in Supreme Court of the State of Oklahoma:

"IN THE SUPREME COURT OF THE STATE OF OKLAHOMA,
May 22, 1951.

THE CLERK IS HEREBY DIRECTED TO ENTER THE FOLLOWING ORDERS:

... 33,336 The Palmer Oil Corporation, et al. v.
Phillips Petroleum Co.

All petitions for rehearing and application for oral argument in the above styled and numbered causes denied."

7. Excerpt from Application for Leave to File Second Petition for Rehearing filed in Supreme Court of the State of Oklahoma:

"That the opinion of this Court is in conflict with . . . the Constitution of the United States, and the decision of the Supreme Court of the United States in the case of Mullane vs. Central Hanover Bank & Trust Company, 339 U. S. 306, decided April 24, 1950, as more fully appears from the attached Second Petition for Re-Hearing."

8. Excerpt from Order of Supreme Court of State of Oklahoma denying Application for Leave to File Second Petition for Re-Hearing:

"IN THE SUPREME COURT OF THE STATE OF OKLAHOMA,
June 5, 1951.

THE CLERK IS HEREBY DIRECTED TO ENTER THE FOLLOWING ORDERS:

... 33,336 The Palmer Oil Corp., et al. v. Phillips Petroleum Co. Application for Leave to File Second Amended Petition for Re-Hearing in the above styled and numbered cause denied."

(j)

Copy of Opinions on Rendition of Judgment

A copy of the opinion of the Supreme Court of the State of Oklahoma is hereto attached, marked Appendix "C" and made a part hereof.*

Copies of the opinions of the dissenting Justices of the Supreme Court of the State of Oklahoma are hereto attached, marked Appendix "D" and made a part hereof.*

(k)

Cases Believed to Sustain Jurisdiction

The appeal having been perfected within ninety days from date on which the judgment of the Oklahoma Supreme Court became final is timely. (Sec. 2101, Tit. 28, U. S. Code Revised.)

Appeal is the proper remedy for review of a decision of a state court of last resort in favor of the validity of state statutes and of administration orders issued pursuant to legislative authority claimed to be delegated by such statutes where the statutes and the orders thereunder issued are alleged to contravene the Federal Constitution (Sec. 1257, Tit. 28, U. S. Code Revised).

Hamilton v. Regents of the University of California,
293 U. S. 245, 79 L. Ed. 343;

Charleston Federal Savings & Loan Association v. Alderson, 324 U. S. 182, 89 L. Ed. 857;

Market Street Railroad Co. v. Railroad Commission of California, 324 U. S. 548, 89 L. Ed. 1171;

* (CLERK'S NOTE.—These opinions are printed as appendices to the statement as to jurisdiction in the case of *Palmer Oil Corp. v. Amerada Petroleum Corp.*, No. 301, October Term, 1951.)

- Milk Wagon Drivers Union v. Meadowmoor Dairies*,
312 U. S. 287, 85 L. Ed. 836;
Postal Telegraph Cable Company v. Newport, 247 U. S.
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Sterling v. Constantin, 287 U. S. 378, 77 L. Ed. 375;
Pollock v. Williams, 322 U. S. 4, 88 L. Ed. 1095;
Williams v. North Carolina, 325 U. S. 226, 89 L. Ed.
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Hoover & A. Company v. Evatt, 324 U. S. 652, 89 L. Ed.
1252;
United Gas Public Service Company v. Texas, 303 U. S.
123, 82 L. Ed. 702;
Memphis Natural Gas Company v. Beeler, 315 U. S. 649,
83 L. Ed. 1090;
Broad River Power Co. v. South Carolina, 281 U. S. 537,
74 L. Ed. 1023;
Greenough v. Tax Assessor, 331 U. S. 486, 91 L. Ed.
1621, 1630.

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